



# भारत का राजपत्र The Gazette of India

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No. 8] NEW DELHI, SATURDAY, FEBRUARY 23, 1985 (PHALGUNA 4, 1906)

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

(Separate paging is given to this Part in order that it may be filed as a separate compilation)

## भाग IV

### [PART IV]

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं

[Advertisements and Notices issued by Private Individuals and Private Bodies]

नाम परिवर्तन के फार्म का नमूना

LOST

संस्था विज्ञापन/4.—मैं अब तक मुन्नीजी राम सुपुत्र विष्णु जी राम के नाम से जाना जाता हूँ और टेलीफोन आपरेटर का काम गाडरवारा में करता हूँ तथा विजयसेन वाड, गाडरवारा में रहता हूँ मैंने अपना मुकेश गुप्ता बदल लिया है। मेरा यही नाम इसके पश्चात् जाना जायेगा।

प्रमाणित किया जाता है कि मैंने इस सम्बन्ध में कानूनी आवश्यकताओं पर अनुपालन कर लिया है।

मुन्नीजी राम  
हस्ताक्षर (पुराने वाला नाम)

The Government Promissory Note No. MS.012936 of National Defence Gold Bonds 1980 "B" Series for 17 grammes originally standing in the name of S. S. ANNA-MALAI, the Proprietor, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras and that application is about to be made for the issue of duplicate in favour of the Proprietor. The Public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the Advertiser : S. S. ANNAMALAI.  
Residence : Ravindra Fire Works, Sivakasi-626 123, (S. India)

LOST

LOST

The Government Promissory Note No. MS.017613 of the NDGB 1980 "B" series for 17 Grams originally standing in the name of J Arunachalam the proprietor by whom it was never endorsed to any other person having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the public debt Office, Reserve Bank of India, Madras and that application is about to be made for the issue of duplicate in favour of the proprietor. The public are cautioned against purchasing or other wise dealing with the above mentioned security.

Name of Advertiser : I. Arunachalam  
Resident : Venkateswarapuram  
P.O. Tenkasi Taluk,  
Tirunelveli District,  
627 867.  
Tamil Nadu.

The Government Promissory Note No. AD 007081 of 3% Conversion Loan of 1946 for Rs. 17,000/- originally standing in the names of Nathubhai Nagindas and Ramanlal Nagindas or either of them, by whom it was never endorsed to any other person having been destroyed notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Dept. Office, Reserve Bank of India, Ahmedabad, and that application is about to be made for issue of a duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned Security.

Name of the advertiser :  
1. Nautamlal Natverlal Khambhati  
2. Vaikunthlal Kikalal Storewala.

Address : 30, Babulnath Road, Bombay-400 007.

## DESTROYED

The Government Promissory Notes Nos. BY : 015833-35 of the 6½% Gold Bond 1977 for Rs. 1000/- each originally standing in the names of Harivadan Shivabhai Patel and Jasumati Harivadan Patel or either of them the proprietors by whom they were never endorsed to any other person, having been destroyed, notice is hereby given that the payment of the above notes and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for payment of the discharge value in favour of the proprietors. The Public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Name of the advertiser :—

Shri Harivadan Shivabhai Patel  
and Jasumati Harivadan Patel.

Residence :

C/o Shri R. J. Desai  
No. 1—Samarpan,  
Sir Vithaldas Nagar,  
North Avenue,  
Santacruz (West),  
Bombay-400 054.

## NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER  
Controller of Publications

## CHANGE OF NAMES

I, hitherto known as HENRY JAYAPRAKASHAM son of Shri S. JAYAPRAKASHAM residing at I-6, Green Park Extension, New Delhi-110016, have changed my name and shall hereafter be known as SUSHIL JAYAPRAKASHAM.

It is certified that I have complied with other legal requirements in this connection.

HENRY JAYAPRAKASHAM  
Signature (in existing old name)

I, hitherto known as DEEPAK KUMAR son of Sh. RAM RATTAN SHARMA employed as UDC in the Office of the Area Manager (UD) Delhi Telephones Kidwai Bhawan New Delhi, residing at X/3262 Street No. 4 Raghubar Pura No. 2 Gandhi Nagar Delhi-31 have changed my name and shall hereafter be known as DEEPAK KUMAR SHARMA.

It is certified that I have complied with other legal requirements in this connection.

DEEPAK KUMAR  
Signature (in existing old name)

I, hitherto known as SHIVARAM LAMANI son of RAMAPPA LAMANI employed as Work Assistant on daily wages in the office of Assistant Ex. Engineer, ID, UKP Rehabilitation Sub-Division No. 4, Almatti, residing at Shivaram Ramappa Lamani Railway station Almatti Tq. Basavana Bagewadi Dist. Bijapur, have changed my name and shall hereafter be known as SHIVARAM NAIK.

It is certified that I have complied with other legal requirements in this connection.

SHIVARAM LAMANI  
Signature (in existing old name)

I, hitherto known as Smt. KANCHI KHAWA daughter of late RINCHIN PHUNTZO employed as Lower Division Clerk in the office of Deputy Commissioner Bomdila, residing at Bomdila, West Kameng District (Arunachal Pradesh), have changed my name and shall hereafter be known as Smt. SANGGE LHAMU BODOI.

It is certified that I have complied with other legal requirements in this connection.

Smt. KANCHI KHAWA  
Signature (in existing old name)

I, hitherto known as Smt. SHUBHA REGHUNATH LIMAYE daughter of Shri ACHUT SITARAM GONDHALEKAR employed as Telegraph Assistant in the office of Central Telegraph Office Bombay-400023, residing at C/o Shri Sudhakar Achut Gondhalekar "Aasara" Building, Ghantali, Naupada Thane, have changed my name and shall hereafter be known as Kum. PUSHPA ACHUT GONDHALEKAR.

It is certified that I have complied with other legal requirements in this connection.

SHUBHA REGHUNATH LIMIYE  
Signature (in existing old name)

I, hitherto known as ELIPE DASARADHA RAJU, son of ELIPE CHINA POTTIYYA (Late), employed as Asstt. Mechanic/Operator in the Port Operations Engineering Section, PCL Visakhapatnam-35, residing at Door No. 45-255; Akkavva Palem; Visakhapatnam-16, have changed my name and shall hereafter be known as ELIPE JAMES.

It is certified that I have complied with other legal requirements in this connection.

F. DASARADHA RAJU  
Signature (in existing old name)

I, hitherto known as FIROZE son of SHAWAKSHAV BARIA employed as Inspector in the office of Income-tax Department, Surat, residing at 2/139, Wadi Street, Rustumpura, Surat, have changed my name and shall hereafter be known as PHEROZE SHAWAKSHAV BARIA.

It is certified that I have complied with other legal requirements in this connection.

FIROZE  
Signature (in existing old name)

I, hitherto known as GM-GUS ANI son of GULAM NABI BHAT employed as Lascar in the Jungle & Snow Survival School, Air Force C/o 56 APO, residing at Rajbagh Srinagar, have changed my name and shall hereafter be known as GULAM MOHAMAD BHAT.

It is certified that I have complied with other legal requirements in this connection.

GM-GUS ANI  
Signature (in existing old name)

I, hitherto known as GOVABHAI son of KHUSHALBHAI PARMAR employed as Telegraph Assistant in the Central Telegraph Office, Ahmedabad, residing at Rampura chali, Near Gita Mandir Road, Ahmedabad-380022, have changed my name and shall hereafter be known as GOVINDBHAI KHUSHALBHAI PARMAR.

It is certified that I have complied with other legal requirements in this connection.

GOVABHAI  
Signature (in existing old name)

I, hitherto known as N. MAHESWARA RAO son of N. BHAIKAVASWAMY employed as Auditor in the Office of the Accountant General, Andhra Pradesh, Hyderabad residing at H. No. 10-4-3/1, Humayunnagr, Hyderabad-500028, have changed my name and shall hereafter be known as N. VENKATA REDDY.

It is certified that I have complied with other legal requirements in this connection.

N. MAHESWARA RAO  
Signature (in existing old name)

I, hitherto known as KUNWAR RAM son of Shri ANOPI RAM employed as Lower Division Clerk in the Delhi Development Authority, Vikas Minar, New Delhi-110002, residing at C-1/41B Lawrence Road, Delhi-110035, have changed my name and shall hereafter be known as KUNWAR RAM ARYA.

It is certified that I have complied with other legal requirements in this connection.

KUNWAR RAM  
Signature (in existing old name)

I, hitherto known as NIRAJ PUNJ son of Shri C. L. PUNJ residing at Shri C. L. Punj 5 P/55 N.I.T. Faridabad (Haryana), have changed my name and shall hereafter be known as JAGADVIYA PUNJ.

It is certified that I have complied with other legal requirements in this connection.

NIRAJ PUNJ  
Signature (in existing old name)

I, hitherto known as Mrs. VIDYA DILIP INGOLE daughter of Shri MOHAN VISHRAM NEVGI employed as Telecom Office Assistant in the Office of Divisional Engineer Telegraphs, Sangli, Dn. Sangli, residing at 327, Gaonbhag Sangli, have changed my name and shall hereafter be known as Mrs. VIDYA SAMPAT BARGE.

It is certified that I have complied with other legal requirements in this connection.

Mrs. VIDYA DILIP INGOLE  
Signature (in existing old name)

I, hitherto known as MANJULA P. SINGH daughter of Shri PRITAM SINGH employed as Lecturer in the Kamla Nehru College, New Delhi, residing at D-2-1, Multistorey Flats, R. K. Puram, Sector-13, New Delhi-110066 have changed my name and shall hereafter be known as MANJULA SINGH.

It is certified that I have complied with other legal requirements in this connection.

MANJULA P. SINGH  
Signature (in existing old name)

I, hitherto known as RAM PIARY daughter of Sh. WALAITTY RAM employed as O.A. in the office of District Manager Telephones Sec. 18 Chandigarh, residing at Sh. Raghbir Soni Karyana Merchants Opp. Punjab & Sind Bank Khamanon-Mandi Distt. Ludhiana, have changed my name and shall hereafter be known as REEVA.

It is certified that I have complied with other legal requirements in this connection.

RAM PIARY  
Signature (in existing old name)

I, hitherto known as RAM LAKHAN son of Shri CHHOTAY LAL a student in A.R.S.D. College, Dhaura Kuan, New Delhi-110021, residing at A-809-10, Pankha Road, J. J. Colony, Uttam Nagar, New Delhi-110059 have changed my name and shall hereafter be known as RAKESH LAL.

It is certified that I have complied with other legal requirements in this connection.

RAM LAKHAN  
Signature (in existing old name)

I, hitherto known as OM PRAKASH HARIJAN son of Sh. GARIB DASS, residing at C/o Banwari Lal "S.I." G13 Houz Khas Police Station, New Delhi-110016, have changed my name and shall hereafter be known as OM PRAKASH SAMBHARIA.

It is certified that I have complied with other legal requirements in this connection.

OM PRAKASH HARIJAN  
Signature (in existing old name)

I, hitherto known as LOKAPPA MAIGAPPA LAMANI son of MAIGAPPA employed as Diesel Asstt. in the office of S.C. Rly Loco Shed Hubli, residing at S.C. Rly., Railway Qtrs., Hubli, have changed my name and shall hereafter be known as LOKAPPA MAIGAPPA RATHOD.

It is certified that I have complied with other legal requirements in this connection.

LOKAPPA MAIGAPPA LAMANI  
Signature (in existing old name)

I, hitherto known as PAKEERA PATALI P. son of MANA PATALI H employed as Accountant Under the Sub-Contractor of Davy Ashmore India Ltd., Kudremukh Iron Ore Company Ltd., Panambur, Mangalore, residing at Bilele of Bilele Village of Puttur Taluk, Dakshina Kannada, have changed my name and shall hereafter be known as MANA PRAKASH.

It is certified that I have complied with other legal requirements in this connection.

PAKEERA PATALI P.  
Signature (in existing old name)

I, hitherto known as MATBAR SINGH VAID son of CHOWDHURY RAM CHARAN employed as Peon in the C.S. & W.C.R. & T. Institute, Dehradun, residing at 84, Indira Colony Block III, Nai Basti, Chukhuwala, Dehradun, have changed my name and shall hereafter be known as CHOWDHURY MATBAR SINGH VAID.

It is certified that I have complied with other legal requirements in this connection.

MATBAR SINGH VAID  
Signature (in existing old name)

I, hitherto known as NARHARI PANDURANG ZAGADU son of PANDURANG BALAJI ZAGADU employed as Junior Scientific Asstt Grade II in the Armament Research & Development Estt. Pune, residing at N.P. Zagadu, JSA-II, Ammunition Group, A.R.D.E., Pashan, Pune-411021, have changed my name and shall hereafter be known as NARHARI PANDURANG KUMBHARE.

It is certified that I have complied with other legal requirements in this connection.

NARHARI PANDURANG ZAGADU  
Signature (in existing old name)

I, hitherto known as GOPAL SINGH son of Late Shri DEV RAM employed as Lift Operator in the C.P.W.D. Electrical Division No. 1, Sub. Div. IV, Udyog Bhavan, New Delhi, residing at 10/82 Khichri Pur, New Delhi-110091, have changed my name and shall hereafter be known as GOPAL RAM.

It is certified that I have complied with other legal requirements in this connection.

GOPAL SINGH  
Signature (in existing old name)

I, hitherto known as Kum. LEELA BALKRISHNA SAWANT daughter of Shri BALKRISHNA SITARAM SAWANT employed as A.G.III(M) in the Food Corporation of India, Borivli, Bombay-66, residing at G.B. Sawant, 408, Viman Darshan, Andheri (East), Bombay-69, have changed my name and shall hereafter be known as Mrs. SHEETAL BABU BANE.

It is certified that I have complied with other legal requirements in this connection.

KUM. LEELA BALKRISHNA SAWANT  
Signature (in existing old name)

I, hitherto known as BADRI SINGH son of Late SHRI CHAND SHARMA employed as Sorting Asstt. in New Delhi Sorting Division, Gole Post Office, New Delhi, residing at A-70, J.I. Colony, Madipur, Delhi-110063, have changed my name and shall hereafter be known as BADRI PRASHAD SHARMA.

It is certified that I have complied with other legal requirements in this connection.

**BADRI SINGH**  
Signature (in existing old name)

I, hitherto known as AVINASH KUMAR KAIM son of Shri HARI CHAND, residing at 174, Gurhai Mohalla, Shahdara, Delhi-110032, have changed my name and shall hereafter be known as AVINASH KUMAR.

It is certified that I have complied with other legal requirements in this connection.

**AVINASH KUMAR KAIM**  
Signature (in existing old name)

I, hitherto known as DASHARATHLAL son of Shri BABALAL MOCHI, employed as Helper in the G.E. Board, Jawaharnagar sub-station, Jawaharnagar, Baroda, residing at G.E.B. Quarters, Jawaharnagar sub-station, Jawaharnagar, Baroda, have changed my name and shall hereafter be known as DASHARATHLAL BABALAL CHAUHAN.

It is certified that I have complied with other legal requirements in this connection.

**DASHARATHLAL**  
Signature (in existing old name)

I, hitherto known as RAMESH RAMASWAMY son of Shri S. RAMASWAMY, Dr. Rajans Clinic, No. 8, Rockins Road Cantonment, Tiruchirappalli-620001, employed as GSO 2 (Training) in the National Defence Academy, Khadakwasla, Pune-411023, residing at Bungalow Number D2/36, National Defence Academy, Khadakwasla, Pune-411023, have changed my name and shall hereafter be known as RAMASWAMY RAMESH.

It is certified that I have complied with other legal requirements in this connection.

**RAMESH RAMASWAMY**  
Signature (in existing old name)

I, hitherto known as S. L. GIRI son of Shri GOVIND PRASAD, employed as Jr. Accountant in the Office of PAD BSF New Delhi, residing at ex-service man WKSP Najafgarh New Delhi-43, have changed my name and shall hereafter be known as S. M. GAUR.

It is certified that I have complied with other legal requirements in this connection.

**S. L. GIRI**  
Signature (in existing old name)

I, hitherto known as SRI SOPPA BHAGARTHI son of Late ANKAIYA, employed as Mazdoor in Central Vehicle Depot Panagarh, Residing at 'D' Camp P.O. Panagarh Distt. Burdwan, have changed my name and shall hereafter be known as SAPP NOKAIYA.

It is certified that I have complied with other legal requirements in this connection.

**SRI SOPPA BHAGARTHI**  
Signature (in existing old name)

I, hitherto known as JAYPRAKASH LEKHRAJ WALMIKI son of Shri LEKHRAJ REVATI WALMIKI, employed as Mail man in the Airport Sorting Office, Sahar, Bombay-400 099, Residing at Vimal Villa, Zopada in Compound, Tejukaya Park, Dr. Ambedkar Road, Bombay-400 019,

have changed my name and shall hereafter be known as JAYAPRAKASH LEKHRAJ KAROTIA.

It is certified that I have complied with other legal requirements in this connection.

**JAYPRAKASH LEKHRAJ WALMIKI**  
Signature (in existing old name)

I, hitherto known as BHAGAT SINGH son of Sh. KARAM CHAND, employed as Telegraphist in the Central Telegraph Office, New Delhi, residing at Sector 6/181 (P&T) R. K. Puram, New Delhi-22, have changed my name and shall hereafter be known as BHAGAT SINGH NAGAH.

It is certified that I have complied with other legal requirements in this connection.

**BHAGAT SINGH**  
Signature (in existing old name)

I, hitherto known as MANI RAMANGALATH son of Shri T. P. K. NAIR, employed as Upper Division Clerk in the Office of the Central Provident Fund Commissioner, 9th Floor, Mayur Bhawan, Connaught Circus, New Delhi-110 001, residing at BS-28-B, D.D.A. Janata Flats, Shalimar Bagh, Delhi-110033, have changed my name and shall hereafter be known as MANISH PURI.

It is certified that I have complied with other legal requirements in this connection.

**MANI RAMANGALATH**  
Signature (in existing old name)

I, hitherto known as KRISHNA MURARI son of Shri MADHO RAM, residing at B-26-N.D.S.E. Part-II, New Delhi, have changed my name and shall hereafter be known as K. M. AGARWAL.

It is certified that I have complied with other legal requirements in this connection.

**KRISHNA MURARI**  
Signature (in existing old name)

I, hitherto known as SHYAM NARAYAN son of Shri AYODHYA PRASAD MISHRA, employed as Chargeman II in the Sec. Die Casting Ordnance Factory Katni (MP), residing at Village & Post Kuthla, Katni Distt. Jabalpur (MP), have changed my name and shall hereafter be known as SHYAM NARAYAN MISHRA.

It is certified that I have complied with other legal requirements in this connection.

**SHYAM NARAYAN**  
Signature (in existing old name)

I, hitherto known as KRISHAN/KISHAN RAM ARYA (I.A.S.-1973, M.T. Cadre) S/o Late Sh. N. R. ARYA, employed as Deputy Secretary, in the Department of Supply, Govt. of India, presently residing at 585-A/III, R. K. Puram, New Delhi, have changed my name and shall henceforth be known as KRISHAN ARYA.

It is certified that I have complied with other legal requirements in this connection.

**KRISHAN/KISHAN RAM ARYA**  
Signature (in existing old name)

#### CORRIGENDUM

Please read as TOLA RAM instead of HOLA RAM and TOLA RAM alias TOLA RAM PANWAR instead of TOLA RAM PANWAR published in column second at Page-76 of Gazette of India, Part-IV, dated 12-5-84.

# NOTIFICATION BY THE MADRAS OIL AND SEEDS EXCHANGE, MADRAS

The approval of the Secretary, Forward Markets Commission, under sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952, (74 of 1952), read with the Government of India, Ministry of Commerce and Industry Notification No. S.O. 1162 dated the 4th May, 1960 has been obtained on the 26th November, 1984, to the following Bye-laws and provisions for non-transferable specific delivery contracts for groundnut oil and amendments made to the Bye-laws of the Madras Oil and Seeds Exchange, Madras, the same having been placed on the notice board of the Exchange under Section 11 of the said Act and Rule 11, of the Forward Contracts (Regulation) Rules, 1954.

## Bye-laws and amendments

(Text of Bye-laws with amendments enclosed as in Annexure)

Sd./- ILLEGIBLE

Secretary

The Madras Oil and Seeds Exchange

Madras

Madras 16-1-85

## (ANNEXURE)

### SPECIAL BYE-LAWS AND PROVISIONS FOR NON-TRANSFERABLE SPECIFIC DELIVERY CONTRACTS FOR GROUNDNUT OIL

**Definitions.**—"Non-Transferable Specific Delivery Contract" means a non-transferable specific delivery contract as defined in the Forward Contracts (Regulation) Act, 1952, entered into, performed and regulated in accordance with the following Bye-laws,

1. These are additional special bye-laws relating to non-transferable specific delivery contract for groundnut oil. All the other bye-laws of the Exchange as may be in force from time to time shall also be applicable to Non Transferable Specific Delivery Contract and shall be binding on the members in so far as they are not specifically dealt with in and are not repugnant to these additional bye-laws.

Provided that the provisions in the other bye-laws regarding clearing shall not apply to non-transferable specific delivery contracts for groundnut oil.

2. Every non-transferable specific delivery contract made subject to these bye-laws shall take effect as a contract wholly made at Madras.

3. The non-transferable specific delivery contract shall be entered into only between members or between a member and non-member.

4. (i) Every member of the Exchange who needs the facility of trading in non-transferable specific delivery contract in groundnut oil shall make an application to the Exchange for being grouped in "buyers" or "sellers" panels in such form and containing such particulars as may be prescribed by the Board.

(ii) The Board or a sub-committee appointed by it in its behalf shall have power to group the members into separate panels of "buyers" and "sellers" for the purpose of trading in non-transferable specific delivery contracts in groundnut oil after taking into account his application as aforesaid and such other factors as the Board may deem proper.

(iii) A member grouped in the panel of "sellers" may enter into a non-transferable specific delivery contract for the sale of groundnut oil either on his own account or in the capacity of a commission agent for an upcountry principal, but shall not enter into any non-transferable specific delivery contract for purchase of groundnut oil as the case may be except in the following cases namely;

(a) Where the contract is for the purchase of groundnut oil as the case may be from an upcountry market for delivery in Madras or

(b) Where the member has obtained the prior permission of the Board or sub-committee appointed by the Board in this behalf, for the particular contract for purchase of groundnut oil as the case may be, or

(c) Where the member has been specifically permitted to effect local purchases of groundnut oil under the non-transferable specific delivery contract by the Board or the Sub-Committee appointed by the Board in this behalf after being satisfied that the member is a Commission Agent or dealer, has a godown either rented or owned by him. Such local purchases in groundnut oil shall be effected only from other commission agents who declare in the contract form that the sale is on behalf of their upcountry principal and sales of oil so locally purchased shall only be effected to endusers such as oil refineries, wholesalers, retailers, hoteliers, etc.

(iv) A member grouped in the panel of "buyers" may enter into a non-transferable specific delivery contract for purchase of groundnut oil, but shall not enter into any non-transferable specific delivery contract for sale of groundnut oil except in the following cases, namely :—

(a) Where the member has obtained the prior permission of the Board or the sub-committee appointed by the Board in this behalf, for the particular contract for sale, or

(b) Where the sale is to an enduser in Madras City, such as oil refineries, wholesalers, retailers, hoteliers, etc., and where the member has been specifically permitted to effect such sales by the Sub-Committee appointed by the Board in this behalf after satisfying itself that the member—

(i) is a commission agent for such endusers or a dealer, and

(ii) has a godown either rented or owned by him,

(v) A member classified as a "buyer" or a "seller" shall not be allowed to change his classification unless the Board is satisfied that for very exceptional reasons, it is necessary to permit the change. The Board, however, shall have the right to remove a member from his panel if he is found to be misusing the facilities of entering into non transferable specific delivery contracts.

5. (i) No member shall enter into a non-transferable specific delivery contract for sale to a non-member or execute an order of a non-member to purchase on his behalf unless the non-member is registered under the Bye-law No. 5 (ii) below. A member may, however, enter into such a contract for sale with a non-member who has not already been registered or execute an order for purchase on his behalf provided the member concerned, simultaneously with the entering into such a contract—

(a) reports to the Exchange the name and address of the non-member and furnishes also such further particulars of the party as he may have in his possession; and

(b) undertakes to secure from the non-member within 15 days from the making of the contract his application form for registration duly filled in.

(ii) Every non-member intending to enter into a non-transferable specific delivery contract for purchase with a member or intending to place an order with a member for purchase under non-transferable specific delivery contract, shall make an application to the Exchange in this behalf in such form and containing such particulars as may be prescribed by the Board with the approval of the Commission. On receipt of such an application, the Board or the Sub-Committee appointed by the Board in this behalf after making such inquiry as it considers necessary in this behalf, may grant a certificate of Registration to the non-member or refuse to grant it. The Board or the Sub-Committee may also prescribe such other procedure in respect of the Registration of a non-member as may be considered necessary from time to time.

(iii) A non-member registered under Clause (ii) above shall abide by the conditions laid down in the Certificate of Registration.

(iv) The Board of the Exchange or the sub-Committee may fine a non-member or cancel his registration granted under clause (ii) above if the non-member contravenes any of the conditions laid down in the Certificate of registration or fails to pay the amount of margin due from him under Bye-law 16 within 24 hours if he is residing in Madras or within 72 hours

if he is residing outside Madras from the making of the contract.

(v) In case the non-member buyer fails to pay the amount of margin due from him to the member concerned within the time limit as prescribed under Bye-law 5 (iv) above, the member shall have the right—

(a) to cancel the contract

or

(b) to enter into corresponding sale under non-transferable specific delivery contract and claim from the non-member the difference between the price of the contract with him and the price of the corresponding contract for sale

or

(c) to close the contract at the closing spot rate fixed by the Exchange on the day subsequent to the day on which the time limit to pay the margin expires.

(vi) If a non-member who has not already been registered fails to send his application form for registration duly filled in within 15 days of his entering into a non-transferable specific delivery contract for purchase or if the Board or the Sub-Committee refuses to grant him registration, the non-member shall be debarred from entering into any fresh contract for purchase with any member of the Exchange. However, the contract for purchase which the non-member has already entered into shall be allowed to run its course.

(vii) A non-member registered with the Exchange as a non-member buyer is in accordance with bye-law 5(u) above shall not effect sale of the same commodity under a non-transferable specific delivery contract which is subject to the bye-laws of the Exchange in respect of forward contracts for the same commodity. However, such non-member shall be permitted to effect sales of the same commodity under a non-transferable specific delivery contract in Madras to endusers such as oil renderies, wholesalers, retailer, hoteliers, etc.

6. All non-transferable specific delivery contract shall be made in the prescribed form, serially numbered and supplied by the Exchange. The contract shall be made in quadruplicate, one copy each to be retained by the parties to the contract, one to be submitted to the Exchange forthwith and the forth to be kept by the licensed broker. The parties to the contract shall not include any specific terms in the contract which are repugnant to the terms and conditions laid down in these bye-laws.

7. Every member shall send to the Exchange periodical statements of non-transferable specific delivery contracts entered into by him in such form and manner as may be prescribed by the Board of Directors.

8. (a) The Board of Directors of the Exchange or the Sub-Committee appointed by the Board in this behalf shall, before permitting non-transferable specific delivery contract for any month, obtain the approval of the Forward Markets Commission for the same.

(b) The Forward Markets Commission shall have power not to grant such approval whenever it is considered expedient in the interest of the trade or in public interest to do so.

(c) No member shall enter into a non-transfer specific delivery contract for delivery in any month unless the Exchange has notified that such contracts are permitted.

9. Every non-transferable specified delivery contract shall result in the delivery of goods in accordance with and subject to the provisions and procedures laid down in the relevant Bye-laws.

10. No non-transferable specific delivery contract, once entered into, shall be settled mutually or by off-setting or by hawals or in any manner not shall delivery in under the contract be postponed to a later date except accordance with provisions of these bye-laws.

11. The parties to the contract by mutual agreement may extend the delivery date by a period not exceeding 15 days subject to the condition that they shall notify to the Exchange in writing the original date and the extended date of delivery. If it becomes necessary to extend further the date of delivery

mutually agreed upon, the parties shall apply to the Exchange in writing setting forth the reasons for extension of time. The Board of Directors or the sub-committee appointed for this purpose shall have absolute discretion to extend or not the delivery time.

Provided however that such extended period in aggregate shall not in any circumstances exceed beyond the last day of delivery permitted by the Board of Directors or the Sub-Committee as provided in bye-law 8 herein above.

12. With a view to ensuring due compliance with the terms and conditions of the contract, the Board of Directors or the Sub-Committee (whenever it finds necessary or if called upon by the Forward Markets Commission) may ask the members to furnish the following, and also other particulars and members failing to do so will be liable to be penalised under the disciplinary bye-laws of the Exchange.—

(i) Copies of the bill claiming monies;

(ii) numbers of the cheques issued for payment.

(iii) railway receipt number or the delivery order number, the date of delivery etc.

(iv) Other relevant particulars to show the mode of delivery.

13. Subject to the provisions of Bye-law 15 :

(i) In case the seller fails to give delivery, the buyer shall exercise any of the following options :

(a) Buy on the seller's account either Railway Receipt or ready goods on the subsequent day of the date of delivery (due date) and claim from the seller the difference of the contract price and the purchase price.

(b) Close the transactions on the due date and claim from the seller the difference between the contract rate and the rate registered by the Exchange.

(c) Cancel the contract.

(ii) The buyer may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

14. Subject to the provisions of Bye-law 15 :

(i) In case the buyer refuses to accept a Railway Receipt or fails to give delivery instructions or if he fails to take delivery of the goods against the delivery instructions the seller shall exercise any of the following options :

(a) Sell on the buyer's account railway receipt or ready goods before the end of next working day of the day on which the buyer refuses to accept the railway receipt or fails to give delivery instructions and claim from the buyer, the difference of contract price and sale price.

(b) Close the contract on the day on which the buyer refuses to accept the railway receipt or fails to give delivery instructions or the buyer fails to take delivery of the goods against delivery instructions and claim difference between the contract price and the rate registered by the Exchange.

(c) Cancel the contract on the day on which the buyer refuses to accept railway receipt or fails to take delivery of the goods against the delivery order.

(ii) The seller may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

15. In each of the cases mentioned in bye-laws 13 and 14 the buyer and the seller shall communicate to the Exchange in writing the failure or refusal, as the case may be within 5 days. The party failing to give or take delivery shall give reasons for such failure and the opposite party shall, if it has exercised the option given in clause (i) (b) or (i) (c) of bye-law 13 or 14, explain the reasons why he preferred the option. If he has exercised his option given in clause (i) (a) of Bye-law 13 or 14, the party shall give particulars of the purchase or sale as the case may be, effected by it.

The Board or the Sub-Committee appointed by it in this behalf, shall from time to time exercise the aforesaid communications, taking into account all relevant circumstances and if it is not satisfied with the reasons or explanations furnished by any party or if it is not satisfied about the purchase or sale claimed to have been made by the party under clause (i) (a) of Bye-law 13 or 14, it may subject the party to such disciplinary action including imposition of fine, suspension and expulsion as it may deem fit, after giving the party an opportunity of being heard in the matter. With a view to restricting the use of the non-transferable specific delivery contracts only for the purpose of giving or taking actual delivery of goods and with a view to ensuring uniformity in dealing with cases of failure to give or take delivery, the Board or the Sub-Committee may from suitable rules under this bye-law with the concurrence of the Forward Markets Commission.

16. (a) The Board of Directors of the Exchange or the Sub-Committee may with the approval of the Commission, require at any time and from time to time, the buyer or the seller or both to deposit, in the interest of the trade, margins in respect of their outstanding non-transferable specific delivery contracts at the Exchange at such rates may be fixed by the Board or the sub-Committee.

(b) The Forward Markets Commission may, in the interest of the trade or in public interest, exercise the power contained in clause (a) above.

17. (i) The Managing Committee/The Board of Directors may, in the interest of the trade, with the prior approval of the Commission, impose, at any time or from time to time, a limit on the purchases and/or sales that may be effected by means of non-transferable specific delivery contracts by a member or a non-member; and the Committee/Board may also prescribe the manner in which purchases and/or sales shall be calculated for the purpose of enforcing such limit.

(ii) The Forward Markets Commission, may, in the interest of the trade or in the public interest, exercise the powers contained in clause (i) above.

18. No member shall enter into any non-transferable specific delivery contract for groundnut oil otherwise than on the terms and conditions prescribed under these bye-laws. Nothing contained in these bye-laws shall apply to a non-transferable specific delivery contract for groundnut oil entered into on the terms and conditions prescribed in the Bye-laws of another recognised association between members of that association or through or with any member of such Association.

19. Any non-transferable specific delivery contract entered into for groundnut oil which at the date of the contract is in contravention of the provisions of any of the Bye-laws 6, 8, 9, 10, 17 & 18 shall be illegal under the provisions of Section 15 (3A) of the Forward Contracts (Regulation) Act, 1952.

20. The delivery period, delivery centres, quantity and quality specifications in respect of non-transferable specific delivery contract shall be as specified in the respective contract.

21. The basis of trading i.e., quality and conditions etc., of groundnut oil to be dealt with under the above bye-laws will be :

for a filtered, clean expeller groundnut oil of fair average quality, guaranteed not to be adulterated with any other oils and free from all odour, moisture and sediments not exceeding 0.5%. The F.F.A. contents of the oil to be supplied will be 2% quality. Oil containing more than 2% FFA and upto 3% shall be accepted by Buyers with a pro-rata allowance i.e. 1% for each 1% excess F.F.A. Oil containing more than 3% FFA or otherwise not in accordance with any of the conditions above is liable to be rejected by the Buyers.

22. The Buyer shall pay to the seller in respect of ground nut oil purchased by him 90% of the value of the goods if tendered in the form of Railway Receipt or Bill of Lading duly endorsed in favour of buyers or 95% of the value of

goods if delivered at Buyers godown actually, at the time of delivery and the balance on receipt of the analysis report from the Madras Oil and Seeds Association, Madras, and in any case not later than 3 days from the date of delivery of the goods excluding any intervening holidays.

23. The Buyer shall pay to the Exchange on each transaction (Non-transferable Specific Delivery Contract) a fee that may be fixed by the Board of Directors of the Exchange from time to time for registering such transactions.

24. On any day within one week preceding the last day of delivery, the Seller or Buyer may give a notice to the opposite party to the contract and to the Exchange that he is unable to give or take (as the case may be) delivery of goods. On receipt of such notice :—

(1) If the notice is given by the Seller, the Buyer may exercise any of the following options :—

(a) buy on seller's account either railway receipt or ready goods on subsequent day after the day on which the notice was received by him.

(b) close the contract on the subsequent day after the day on which the notice was received by him and claim from the seller the difference between the contract rate and the closing spot rate registered by the Exchange for that day.

(c) Cancel the contract.

The buyer may exercise one option for some part of the contract and another option for another part of the contract, at his discretion.

In case the buyer does not agree to exercise any of the above option, bye-law 13 shall govern the contract.

(2) If the notice is given by the buyer, the seller may exercise any of the following options :

(a) sell on buyer's account either railway receipt or ready goods on the subsequent day after the day on which the notice was received by him.

(b) Close the contract on the subsequent day after the day on which notice was received by him and claim from the buyer the difference between the contract rate and the closing spot rate registered by the Exchange for that day.

(c) Cancel the Contract.

The seller may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

In case the seller does not agree to exercise any of the above options, Bye-law 14 shall govern the contract.

#### APPLICATION FORM FOR REGISTRATION OF NON-MEMBERS WITH THE MADRAS OIL AND SEEDS EXCHANGE, MADRAS UNDER ADDITIONAL SPECIAL BYE-LAW 5.

(To be submitted in triplicate).

(1) I/We \_\_\_\_\_ age\* presently residing at\* 66 \_\_\_\_\_ and having my/our office at \_\_\_\_\_ wish to trade in Madras Oil & Seeds Exchange a N.T.S.D. Contracts in Groundnut oil with and/or through the members of the Exchange as a Buyer.

Our firm's present partners/Company's directors are :—

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

and we hereby undertake to communicate changes in ownership/partnership/Directors within a month from their occurrence.

\*To be filled in the case of individuals.

(2) (a) I/We have interest in the following firms :

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

(b) I/We declare that my/our whole business will be in the name/firm/Company given above under item (1) and that I/We shall not trade or do business in any other name/firm/Company. In the event of my/our intending to trade or do business in other names/firm/company, I/we shall register separately for the same.

(3) I/We therefore request you to register my/our name in the Register of Registered non-members maintained by the Exchange for the purpose and issue me/us a Registration Certificate.

(4) I/We hereby undertake to abide by the rules, regulations and conditions in force from time to time governing the registration of non-members and the Registered Non-Member's business.

(5) I/We hereby agree that on my/our registration as registered non-members, in the event of any disputes or claims arising between me/us and my/our Brokers or others including members of the Madras Oil and Seeds Exchange, in respect of or in relation to any contract/s or the existence or the validity of contract/s with me/us in the N.T.S.D. Contracts under the Bye-laws of the Exchange the same shall be referred to arbitration as provided in the Bye-laws of the Exchange and that the decision shall be binding on me/us, and subject to this proviso that the Civil Courts in Madras shall have absolute and exclusive jurisdiction in such matters.

(6) I/We undertake that I/we shall not effect a sale of groundnut oil under a non-transferable specific delivery contract which is subject to the Bye-laws of the Exchange in respect of forward contracts in groundnut oil except as provided under Bye-law No. 5.

(7) I/We send herewith a sum of Rs. \_\_\_\_\_ being the registration fee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 198

Place :

Date : \_\_\_\_\_ Signature.

THE MADRAS OIL & SEEDS EXCHANGE : MADRAS  
CONTRACT FORM FOR NON-TRANSFERABLE SPECIFIC DELIVERY CONTRACT FOR GROUNDNUT OIL

Ex. S. No. \_\_\_\_\_ Place :

Contract No. \_\_\_\_\_ Date :

It is agreed between Mr/Messrs \_\_\_\_\_  
..... (hereinafter called 'Sellers') and Mr/Messrs \_\_\_\_\_  
..... (hereinafter called 'Buyers') that sellers have this day sold and Buyers have this day brought the

following Groundnut Oil in respect of the contract ending \_\_\_\_\_ of the undernoted terms and conditions :

Quantity.....only) Quintals/kgs/ Metric tons/nett.

Quality & each crude, clear, pure, filtered expeller.

Description

GROUNDNUT OIL OF FREE FATTY ACID CONTENT NOT exceeding.....%.

Price

Rs. ....Rupees.....  
.....only) per quintal (100 Kgs. each)

Loose, Sales Tax Extra.

Place of Delivery

F.O.R./Buyers'/Seller's Godown at.....

Time of Delivery

Container Buyers to supply sound and well cleaned empty drums of 40/45 gallon capacity each at..... Payments

(i) 90% of the value of the goods, if tendered in the form of Railway Receipt or Bill of Lading duly endorsed in favour of Buyers, or

(ii) 95% of the value of goods if delivered at Buyers'/Seller's Godown at Madras actually.

Other terms & conditions.

Buyers shall not be obliged to accept tender Less than 57 quintals/at a time.

(In the event of the contract being for more than 57 Quintals, each 57 Quintals to be regarded as a separate Contract). Packing, payment, quality allowance etc. as per the Bye-laws of the Madras Oil & Seeds Exchange, Madras.

This Contract is entered into subject to the Bye-laws in force from time to time of the Madras Oil & Seeds Exchange, of which the parties admit that they have knowledge and notice. In the event of any dispute or differences of opinion in respect of any point under this Contract, arising the same shall be settled by arbitration by and under the Rules of the Madras Oil & Seeds Exchange and the decision of the Madras Oil & Seeds Exchange, shall be final and binding on both the parties. This clause shall be considered as an arbitration agreement within the meaning of the Indian Arbitration Act, 1940 or any statutory modification or re-enactment thereof for the time being in force.

The Contract and/or any document of title to the goods or any of them therein referred to and all Delivery Orders, Railway Receipts and Bills of Lading relating to or against this contract shall not be assignable or transferable by the Seller or by the buyer to any third party.

Buyer's Signature. \_\_\_\_\_ Brokers. \_\_\_\_\_ Sellers' Signature

N.B. Brokerage payable by Sellers @ Rs ..... per Quintal of 100 kgs.

#### THE MADRAS OIL & SEEDS EXCHANGE : MADRAS-1.

Statement in respect of Non-Transferable Specific Delivery Contracts in Groundnut oil entered into by members (To be submitted in duplicate weekly on or before Tuesday covering business done during the week ending preceeding Saturday).

Member's Registered No.

Name of Member:

For the Week from

to

Date	Sr. No. of contract	Quality (in tonnes)	Delivery Period	Name of Seller/Buyer	Price per Quintal	REMARKS
		(Contract-wise)				
		Purchase : Sale				
Total						

I/We hereby declare that the above is a true and complete statement of Non-Transferable Specific Delivery Contracts in groundnut oil entered into by me/us during the week mentioned above.

NOTE :— i. All purchase contracts entered into should be mentioned first in the statement followed by sales contracts.  
ii. For facility of easy references, vouchers are advised to give serial numbers of contracts.

Signature of Member with seal.

Date :